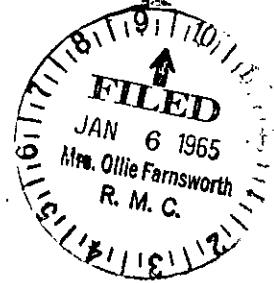


In consideration of such loans and indebtedness as shall be made by or become due to THE CITIZENS AND SOUTHERN NATIONAL BANK OF SOUTH CAROLINA (hereinafter referred to as "Bank") to or from the undersigned, jointly or severally, and until all of such loans and indebtedness have been paid in full, or until twenty-one years following the death of the last survivor of the undersigned, whichever first occurs, the undersigned, jointly and severally, promise and agree

1. To pay, prior to becoming delinquent, all taxes, assessments, dues and charges of every kind imposed or levied upon the real property described below; and
2. Without the prior written consent of Bank, to refrain from creating or permitting any lien or other encumbrance (other than those presently existing) to exist on, and from transferring, selling, assigning or in any manner disposing of, the real property described below, or any interest therein; and
3. Hereby assign, transfer and set over to Bank, its successors and assigns, all monies now due and hereafter becoming due to the undersigned, as rental, or otherwise, and howsoever for or on account of that certain real property situated in the County of GREENVILLE, State of South Carolina, described as follows: Plat Book "Y" - Pages 26-31

ALL that piece, parcel or lot of land, with the improvements thereon, situate, lying, and being near the City of Greenville, Greenville County, South Carolina, and being more particularly described as Lot 146, Section 1, as shown on a plat entitled "Subdivision of Village Houses, F. W. Poe Mfg. Co., Greenville, S. C.", made by Dalton & Neves, July, 1950, and recorded in the R. M. C. Office for Greenville County in Plat Book Y, at pages 26-31, inclusive. According to said plat, the within described lot is also known as No. 31 Fourth Avenue and fronts thereon 65 feet.



and hereby irrevocably authorize and direct all lessees, escrow holders and others to pay to Bank, all rent and all other monies whatsoever and whensoever becoming due to the undersigned, or any of them, and howsoever for or on account of said real property, and hereby irrevocably appoint Bank, as attorney in fact, with full power and authority, in the name of the undersigned, or in its own name, to endorse and negotiate checks, drafts and other instruments received in payment of, and to receive, receipt for and to enforce payment, by suit or otherwise, of all said rents and sums; but agrees that Bank shall have no obligation so to do, or to perform or discharge any obligation, duty or liability of the undersigned in connection therewith.

4. That if default be made in the performance of any of the terms hereof, or if any of said rental or other sums be not paid to Bank when due, Bank, at its election, may declare the entire remaining unpaid principal and interest of any obligation or indebtedness then remaining unpaid to Bank to be due and payable forthwith.

5. That Bank may and is hereby authorized and permitted to cause this instrument to be recorded at such time and in such places as Bank, in its discretion, may elect.

6. Upon payment of all indebtedness of the undersigned to Bank this agreement shall be and become void and of no effect, and until then it shall apply to and bind the undersigned, their heirs, legatees, devisees, administrators, executors, successors and assigns, and inure to the benefit of Bank and its successors and assigns. The affidavit of any officer or department manager of Bank showing any part of said indebtedness to remain unpaid shall be and constitute conclusive evidence of the validity, affectiveness and continuing force of this agreement and any person may and is hereby authorized to rely thereon.

Witness Cecil F. Wynn x Vera Brooks
 Cecil F. Wynn Vera Brooks
 Witness Florence H. Renfree x Carl Brooks
 Florence H. Renfree Carl Brooks

Dated at Greenville, South Carolina December 31, 1964
 Date

State of South Carolina
 County of GREENVILLE

Personally appeared before me Cecil F. Wynn who, after being duly sworn, says that he saw the within named Vera Brooks and Carl Brooks sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Florence H. Renfree witnesses the execution thereof.

Subscribed and sworn to before me
 this 31 day of December, 1964
Martha Ann Chewes Cecil F. Wynn (Witness sign here)
 Notary Public, State of South Carolina

My Commission expires at the will of the Governor
 SC-75-R Recorded January 6th., 1965 At 9:30 A.M. # 19139

The debt hereby secured is paid in full and the Lien of this instrument is satisfied this 27 of April 1966
Citizens + Southern National Bank of South Carolina
 By: Ralph M. Keeler Jr.
 Witness: Janet Ouzts
 Witness: Frances Lawson

SATISFIED AND CANCELLED OF RECORD
2 DAY OF May 1966
Ollie Farnsworth
 R. M. C. FOR GREENVILLE COUNTY, S. C.
 AT 9:30 O'CLOCK A M. NO. 31269